

Consortium Agreement

for the Integrated Project

Developing the framework for an epidemic forecast infrastructure

EPIWORK

n. 231807

Consortium Agreement for the Integrated Project EPIWORK

This Agreement is made between:

Fondazione Istituto per l'Interscambio Scientifico- I.S.I., the *Coordinator* hereinafter referred to as ISI established in Italy - Viale Settimio Severo 65, 10133, Torino, represented by Tullio Regge, duly authorised for the purposes hereof

and

FCG-IGC, Fundação Calouste Gulbenkian, hereinafter referred to as FCG-IGC established in Portugal – Avenida de Berna 45A, 1067-001 Lisboa acting on behalf of their Instituto Gulbenkian de Ciência, Oeiras, Portugal, represented by Diogo Lucena, duly authorised for the purposes hereof

and

TAU, Tel Aviv University, hereinafter referred to as TAU established in Israel – Ramat Aviv N/A, 69978 Tel Aviv represented by Lea Pais, duly authorised for the purposes hereof

and

MPG, Max Planck Gesellschaft zur Foerderung der Wissenschaften E.V. hereinafter referred to as MPG established in Germany, – Hofgartenstrasse 8, 80539 Muenchen, represented by Theo Geisel, duly authorised for the purposes hereof

and

AIBV, Acquisto Inter BV hereinafter referred to as AIBV established in The Netherlands – IJburglaan 700, 1087 CE Amsterdam, represented by Ronald Smalenburg, duly authorised for the purposes hereof

and

LSHTM, London School of Hygiene and Tropical Medicine hereinafter referred to as LSHTM established in United Kingdom, Keppel Street, WC1E7HT London, represented by Penny Ireland, duly authorised for the purposes hereof

and

SMI, Smittskyddsinstitutet hereinafter referred to as SMI established in Sweden, – Nobels Väg 18, 17182 Solna, represented by Ragnar Norrby, duly authorised for the purposes hereof

and

KULeuven, Katholieke Universiteit Leuven and hereinafter referred to as KULeuven established in Belgium, – Oude Markt 13, 3000 Leuven for the purposes of this Consortium Agreement represented by the department K.U.Leuven R&D, with offices at Minderbroedersstraat 8A, 3000 Leuven, Belgium, represented by Prof. Dr. ir. Koenraad Debachere, managing Director, and Paul Van Dun, General Manager duly authorised for the purposes hereof

and

BIU, Bar Ilan University and hereinafter referred to as BIU established in Israel, – Bar Ilan University Campus, 52900 Ramat Gan, represented by Theo Isser Israel Peer, duly authorised for the purposes hereof

and

FBK, Fondazione Bruno Kessler and hereinafter referred to as FBK established in Italy, – Via S. Croce 77, 38100 Trento, represented by Andrea Zanotti, duly authorised for the purposes hereof

and

Associazione CREATE-NET, Center for REsearch And Telecommunication Experimentation for NETworked communities and hereinafter referred to as CREATE-NET established in Italy – Via alla Cascata 56/D, 38100 Trento represented by Imrich Chlamtac, duly authorised for the purposes hereof

and

FFCUL, Fundacao da Faculdade de Ciencias da Universidade de Lisboa, and hereinafter referred to as FFCUL established in Portugal, – Campo Grande, Edificio C7, 1 Piso, 1749016 Lisboa, represented by Jorge Miguel Miranda, duly authorised for the purposes hereof

Hereinafter referred to individually as the “Partner” or collectively as the “Partners”

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1.- PREAMBLE

- 1.1.1. This *Agreement* sets out the terms and conditions under which the Partners have agreed to implement the Project/Grant *Agreement* Number 231807 EPIWORK – Developing the framework for an epidemic forecast infrastructure - with financial support from the European Commission under the 7th Framework Programme.
- 1.1.2. All Partners are bound by the terms of Annex 1 “Description of Work” approved by the EC on 13th October 2008, appended as part of this *Agreement* (hereafter called Annex 1)
- 1.1.3. This *Agreement* supplements the EU Contract but cannot be in conflict with it. If there is a conflict, the EC Contract with all the Annexes, will prevail.
- 1.2 Further Partners may accede to this *Agreement* by execution of a Declaration of Accession subject to the unanimous agreement of the Partners for the time being, and to the new Partner acceding to the EC Contract.

ARTICLE 1. DEFINITIONS

1.1 General Definitions

For the sake of clarity, this *Agreement* uses words and phrases with the same definitions as in the EC contract.

1.2 Additional Definitions

“Coordinator” means the Contractor identified in the Grant Agreement who, in addition to its obligations as a Contractor, carries out the specific coordination tasks provided for in this Grant Agreement on behalf of the Consortium.

“Project Coordinator” means the scientist appointed by the Coordinator to carry out the duties listed in 4.1 of this *Agreement* taking advantage of the Coordinator internal management.

“Board” means the EPIWORK Project Board.

“*Agreement*” means this Consortium Agreement.

“Commission” means the Commission of the European Communities.

“Contract” means the Grant Agreement, including its Annexes, between the Commission and the Partners for the undertaking of the Project. Contract also means as applicable, any Contract amendment.

“Deliverable” means a defined element of the work of the Project required to be provided by a Partner under the EC Contract or this *Agreement*.

“FLOSS” means Software which is licensed under a FLOSS License (FLOSS being an acronym for Free, Libre Open Source Software).

“FLOSS License” means a non-exclusive, perpetual (up to the duration of the relevant right or rights that is or are being licensed, if any such right is limited in time) Software license, under which terms the licensee is allowed to use the licensed subject matter for any purpose or goal (including, but not limited to, for commercial purposes and excluding any restriction on field of use), to access the Source Code of the covered subject matter, to modify the Source Code of the covered subject matter and to redistribute the covered subject matter whether the latter has been modified or not. For the sake of clarity, Open Source Initiative (<http://opensource.org>) certified licenses, including but not limited to Apache License, 2.0, New BSD license, GNU General Public License (GPL), GNU Library or "Lesser" General Public License (LGPL), MIT license, Mozilla Public License 1.1 (MPL), Common Development and Distribution License, Common Public License 1.0, and Eclipse Public License, shall be understood as FLOSS Licenses.

“WP” means work package

“SC” means Steering Committee

“Lead Scientist” means the scientist in charge representing each Partner in the Project.

"Software" means software programmes being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

“Source Code” means Software as expressed in the form normally used to make modifications to it; it includes (but is not limited to) comments and procedural code such as job control language and scripts to control compilation and installation of the Software.

“Partner” means a Contractor currently under the EC Contract and being party to this *Agreement*.

“Defaulting Partner” means a Partner declared by the Project Board following the procedures laid down in this *Agreement* to be in material breach of its obligations under the EC Contract or this Agreement.

ARTICLE 2. PURPOSE

The purpose of this *Agreement* is to specify the organisation of the work between the Partners, to organise the management of the project, to define the respective rights and obligations of the Partners, including their liability and indemnification, to supplement the provisions of the contract concerning Access rights and to set out rights and obligations of the Partners supplementing but not conflicting with those of the Contract.

The Partners agree to cooperate pursuant to the terms of this *Agreement* in order to execute and fulfil the Contract with the Commission and perform the tasks designated in Annex 1 of the Contract.

ARTICLE 3. SCOPE OF THE PROJECT

The scope of the Project is set out in Annex 1 of the Contract and the performance of the Project shall be shared between the Partners according to the allocation of tasks and to the allocation of the Community's contribution.

ARTICLE 4. MANAGEMENT STRUCTURE

The project will be managed by the ISI Foundation, **the Coordinator**,

The management structure of the consortium includes the **Project Coordinator**, the **Steering Committee**, and **the Project Board**. An important role is attributed to the **WP-leaders** who are responsible for the WP coordination. The Coordinator appoints as **Project Coordinator** Alessandro Vespignani. The Project Coordinator will take advantage of the Coordinator internal management structure: a Financial Manager and a Project Manager.

4.1 Project Coordinator

The project coordinator will have the following primary duties:

- a) Carry out the duties required under the EC Contract.
- b) Be the main interface between the project and the European Commission and communicate all information in connection with the Project to the Commission.
- b) Administer and coordinate the project resources.
- c) Provide a unique e-mail address (epiwork@isi.it) that will be used for all communications regarding the project.
- d) Coordinate and oversee the work in all work packages.
- e) Arrange meetings.
- f) Prepare Agenda and Minutes for all meetings of the bodies set up under this *Agreement* and ensure the implementation of the decisions taken by them.
- g) Issue of periodical reports.
- h) Bill efforts and budget.
- i) Financial management activities.
- j) Act as interface between the Consortium and the financial department of the co-coordinating Partner in order to ensure that all payments are properly performed, that the appropriate amounts were received by partners (except, if any, problems between the affected partner and its own bank).
- k) Set up of a framework for communication amongst the consortium participants as well as with associated partners. This includes the establishment of communication tools such as the web site, whose internal user area will be used for the exchange of information between the partners, keeping them updated about the work in progress and providing assistance on development of special working groups. The site will be registered in the .eu domain.
- l) Define the measures to be adopted in case the Project Board cannot reach any agreement to solve any conflict that arises during the Project execution.
- m) Ask the Partners every six months the updated financial status of the project.

4.1.1 The Coordinator will not

- a) have any functions other than those set out above,
- b) make commitments on behalf of any of the other Partners,
- c) make commitments on the basis of correspondence not validated by the official e-mail address.

4.2 The WP Leaders are:

responsible for the respective WPs by ensuring the scientific and/or technical overview of the progress in each Work Package.

Among their typical tasks:

- a) Lead the scientific and technical issues in a given WP.
- b) Define and follow-up of the WP progress and objectives.
- c) Circulate any relevant document or information that is relevant for single or Co-WP Leaders directly or indirectly affected by this information.

- d) Circulate any relevant document or information to the Partners directly or indirectly affected by this information or to the Work Area Leader.
- e) Take responsibility for the day-to-day technical management of the WP.

4.3 Steering Committee

The SC assists the Coordinator and is the governing scientific and technical body of the project. The SC is formed by the chairs and the WP Leaders. The Chair is the Project Coordinator and the Co-Chair is a senior theoretical epidemiologist and the leader of the FCG-IGC.

Among the SC tasks:

- a) Prepare the Project Plan
- b) Decide on technical roadmaps for the project;
- c) Monitor international developments on data/modelling interfaces and organise one scientific workshop with external experts on Internet measurements and modelling;
- d) Ensure the dissemination of results of the project and information deemed valuable for the consortium;
- e) Oversee and review the work progress and deciding on overall technical matters;
- f) Consolidate the reports received from the work package coordinators and preparing the reports and deliverables to be submitted to the European Commission.
- g) Create/Terminate of tasks.
- h) Decisions to abandon specific deliverables.

The **chairs** and the **WP leaders** will be in close contact at all stages of the project and will take care of monitoring constantly the detailed progress of the WPs and will promptly initiate corrective actions if needed. Decisions will be taken during meetings (face-to-face or via conference call). The SC will meet when needed at least once every year (ordinary) and on any project board member's demand (extraordinary) with a pre-notice of minimum 15 days (ordinary), and 5 working days (extraordinary). If strictly necessary, the SC will convene through electronic means.

Meetings' Agendas are proposed by the Chairs 5 working days in advance to the SC designated meeting date. Decision will be taken by voting with the "One member, one vote" scheme on the basis of absolute majority (Half+1).). In the case of a tie the project coordinator will have the casting vote.

4.4 Project Board

The **Board** is formed by the **SC**, and the **lead scientists** of each team participating in the consortium. The financial manager and project manager will be non-voting member of the scientific board. It is the governing body for the overall direction and major decisions of the project and the communication, control and corrections of these decisions.

It will be responsible to take major decisions, such as:

- a) Budget transfers
- b) Termination of the Contract
- c) Actions against defaulting partners
- d) Selecting new Partner to enter in the Contract and this *Agreement*.
- e) Important Changes (Budget or Work Shares affected >10%) in the Project and/or Amendments to the Contract
- f) Decisions related to dissemination, training and exploitation activities.

- g) Solve any conflict that arises during the project execution.

The Board will meet each year and whenever it is requested by the Steering committee (extraordinary) with a pre-notice of minimum 15 days (ordinary), or 5 working days (extraordinary). The agenda is proposed by the Steering Committee on the bases of the suggestions from partners and will be available at least 5 working days before the meeting. Voting must be identified as such in the agenda. If not foreseen, agreement about voting is also possible during the meeting itself, if so agreed (unanimously). Decision will be taken by voting with the “One member, one vote” scheme on the basis of absolute majority (Half+1). In the case of a tie the project coordinator will have the casting vote. Members can cast their vote electronically through the communication platform that will be set up by the Consortium. Proxy is not allowed. If necessary, the Project Board will convene through electronic means.

The Annual ordinary meeting will be the natural yearly check and self-assessment moment for the Consortium. It will serve to enhance the exchange of scientific information and to foster discussion and to critically review the scientific and organisational matters of the Consortium. The annual meeting will be also used as an occasion to gather all the participants to the project in a parallel workshop with presentations of the achievements of the individual Work Packages.

4.5 External Advisory Board

The external Advisory Board will consist of technical and research experts of high international expertise and relevance appointed by the Project Board. It will have representatives from the ECDC and the JRC, the full list of appointed advisors will be formalized by the Project Board in a collegial way during the kick-off meeting of the project.

The external advisory board will be in charge of:

- a) advising on the roadmaps for the scientific and technical activities.
- b) Reporting to the SC and also advising on policy-related, scientific or technical subjects as identified and requested by the SC.

ARTICLE 5 RESPONSABILITITES OF THE PARTNERS

- a) The *Partners* agree to participate in and collaborate on the *Project*.
- b) Notwithstanding any other obligations provided herein, the *Partners* undertake to comply the provisions of the Contract and shall take all necessary measures to perform, fulfil, promptly and in due time fulfil all their obligations so that the *Project* is carried out in accordance with the terms and conditions of the *Contract* and this *Agreement*.
- c) The *Partners* shall provide the *Coordinator* with the *Project Deliverables*, information and report as it require, in order to perform their duties under this *Agreement* and under the *Contract* or as the *Commission* may request. *Project Deliverables* according to Articles II 4 of Annex II of the *Contract* shall be submitted to the *Coordinator* no later than thirty (30) days following the end of the respective periods.
- d) The *Partners* shall submit to the *Coordinator*, every six (6) months, a cost statement of expenses incurred, together with the supporting documents. The *Coordinator* has thirty (30) days to validate them. After validation and providing approval, the *Coordinator* shall proceed with the corresponding payment to the said *Partner*.

- e) Each *Partner* shall address to the *Coordinator* an audit certificate in accordance with the relevant article of the *Contract* no later than thirty (30) days after the end of each certification period.

Each *Partner* undertakes to:

- a) Act at all times in good faith and in a manner that reflects the good name, goodwill and reputation of the other *Partners* and in accordance with good business/scientific ethics;
- b) Promptly notify to the Project Coordinator and the SC chairs any delay in performance or any event that may have negative impacts on the success of the *Project*
- c) Bear its own costs in carrying out the *Project*.
- d) Inform the Project Coordinator of relevant communications it receives from third parties in relation to the *Project*;
- e) Provide the Project Coordinator with any documents or other Information needed to fulfil the requirements of the *Contract* or of this *Agreement*.
- f) Ensure the accuracy of any information it supplies to the other *Partners* and to promptly correct any error therein of which it is notified. The recipient *Partner* shall be responsible for the use made of such information;
- g) Not to use knowingly any proprietary rights of a third party for which he has not acquired the corresponding right of use in accordance with the *Contract* and/or this *Agreement*;
- h) Participate in a cooperative manner to the meetings of the different bodies under this *Agreement*.
- i) Properly supervise any work carried out by a Subcontractor, and ensure compliance with the requirements of Article II 7 of Annex II of the *Contract*.

ARTICLE 6. CHANGE TO THE CONSORTIUM

6.1. Inclusion of a new *Partner*

The *Implementation Plan* and the *Contract* determine the changes to the composition of the Consortium requiring a competitive selection procedure. In all other cases, without contrary decision of the *Project Board*, no competitive selection procedure shall apply.

The competitive selection procedure will be implemented by the *Project Board* with the support of the Steering Committee pursuant to the provisions of Annex V of the *Contract*.

6.1.1. Conditions of participation in the *Project* by new *Partners*

By joining the *Project* a new *Partner* agrees to participate (through human, material and/or financial means) in the *Project*. The entrance into the *Consortium* of a new *Partner* becomes effective on the date it accedes to the *Contract* by the signature of form A and to the *Agreement* by the signature of an amendment.

A new *Partner* has access right to *Foreground* upon written request pursuant to the terms set forth in Article II. of the *Contract* and of Article 9 of this *Agreement*.

6.2. Withdrawal, exclusion of a *Partner*

6.2.1. Withdrawal of a *Partner*

Any *Partner* may request to terminate its participation in the *Contract* and in the *Agreement*, by giving three (3) months written notice of termination to the other *Partners*, by registered mail with acknowledgement of receipt, indicating the reasons for termination.

The *Coordinator* shall inform the *Commission* about the withdrawal by registered mail with acknowledgement of receipt in accordance with the provisions of the *Contract*.

The Project Board may object to such termination indicating the reasons for objection, within a period of forty-five (45) days from receipt of notification.

Where the Project Board objects, the *Coordinator* shall submit to the *Commission* a request for assistance, in accordance with the provisions of the *Contract*.

Consequences of withdrawal

1) The *Partner* agrees to treat as confidential all confidential information, as defined in article 10.1 hereinafter, for a period of five (5) years from the date of its withdrawal.

2) Access rights: any *Partner* withdrawing from the Consortium:

- Loses Access rights to Foreground produced and Foreground identified, after its withdrawal;
- Keeps Access rights to Foreground and to the Background of the other *Partners* (in the state existing on the date of withdrawal), provided that

(i) it is required, for the Use of the Foreground of which it is the owner or co-owner and

(ii) such Access rights are requested within two years after its withdrawal;

- The other *Partners* keep Access rights to the Foreground (in the state existing on the date of withdrawal) of the withdrawing *Partner* to the Foreground produced by it in the scope of the Project pursuant to the terms set forth in Article II.33-34 of Annex II of the Contract and Article 9 of this *Agreement*;
- The withdrawing *Partner* shall return all equipments or materials provided by the other *Partners*.

3) Financial consequences for a withdrawing *Partner*.

The withdrawing *Partner* shall pay the following cost of the advanced payment already received or due for deliverables completed by the date of withdrawing:

- the justified fees to select a new *Partner(s)* to carry out the Project; in an amount determined by the Project Board with a limit of 20 % (Indirect Costs) of the withdrawing *Partner's* Project.

The *Partner* is required to honour its financial commitments contracted prior to the effective date of its withdrawal.

The *Partner* is required to refund all advances paid to it from Community contribution except the amount spent for the performance of the *Project*, with appropriate justifications.

The *Partner* is not reimbursed for any part of the reserves constituted for the Consortium.

The *Partner* agrees to provide justifications in connection with the period during which it participated in the *Project* and any other element required to prepare the *Project Deliverables*, even after the date of its withdrawal.

6.2.2. Exclusion of a *Partner*

The *Project Board* can exclude a *Partner* in the cases provided by Art. II 38 of Annex II of the Contract and in case of breach of any substantial obligation imposed by this *Agreement* that is not remedied within 30 days following the *Project Board* requests to ratify the situation. The exclusion of a *Partner* has the same consequences as a withdrawal.

ARTICLE 7. CONSORTIUM RESOURCES

7.1. Financial means

7.1.1. Budget

The budget comprises the resources and expenses of the *Consortium*. Resources comprise the financial contribution from the *Community* and the resources allocated by the *Partners*.

The *Partners* shall contribute to the Budget by providing any of the following :

- Human resources (number of researchers by category);
- material resources (equipment, infrastructures, etc.);
- financial contributions;
- know-how

The *Consortium's* rolling forecasted budget is established annually for a 12-month period in Annex 1. It shall be periodically reviewed by the *Project Coordinator*, based on *Project* requirements. Reserves are constituted, in accordance with Article 6 of the Contract, establishing a Guarantee Fund in order to secure reimbursement of amounts due the *Commission* in accordance with Article II.20 of Annex II of the *Contract*.

7.1.2. Criteria for allocation of the *Community's* financial contribution

The *Community's* financial contribution is distributed by the *Coordinator* between the *Partners*, based on the forecasted budget.

The *Project Coordinator* may decide on staggered payments of the contribution to a *Partner* for justified reasons. No distribution of funds to a *Partner* may take place prior to the signature of the *Agreement* and of the *Partner* by the said *Partners*.

7.1.3. Method of payment of the *Community's* financial contribution

The *Partners* agree that the pre-financing ("Tranche 1") of the *Community's* financial contribution shall be distributed to the *Partners* as follows, taking into account the above mentioned Guarantee Fund constitution :

- The first 20 % upon receipt of the pre-financing payment from the *Commission*;

- The second 20 % upon expiry of a period of six (6) months and against receipt by the *Coordinator*, of relevant *Project Deliverables* as defined by the *Partners* in the Implementation Plan, for the purpose of checking the *Project* implementation progress;

The *Partners* agree that the subsequent parts or tranches of the Community's financial contribution shall be distributed to the *Partners* in accordance with the effective efforts on the tasks performed or to be performed. The Community's financial contribution shall be paid according to Art. II 18 and subsequently after receiving Commission payments.

In any case the total amount of the pre-financing and interim payments shall not exceed 90% of the maximum Community's financial contribution defined in Article 5 of the Contract.

In case a *Partner* has not provided the *Coordinator* with its *Project Deliverables* or has provided them late or provided non-compliant *Project Deliverables*, such *Partner* shall not receive its concerned contribution allocation, until it remedies such non-delivery, late delivery or non-compliant delivery or unless the *Project Coordinator*, decides otherwise. The Project Board shall be kept informed under all circumstances and may decide on additional appropriate measures with respect to the concerned *Partner*.

7.2. Resources

7.2.1. Equipment

Equipment belonging to a *Partner*, which is purchased for the Project and co-funded by the Community contribution may be allocated for the purposes of the *Consortium's* Implementation plan and the other *Partners'* employees may have access thereto. A use agreement shall be negotiated between the interested *Partners*.

The owner of the equipment will do its best efforts to ensure its proper operation and compliance with safety and use standards pursuant to the laws of the country where the equipment is located.

For scientific equipment (other than lap-top P.C. computer equipment), the *Partner* having responsibility for the place of allocation shall have custody thereof.

The *Partner* having responsibility for the place of allocation shall organise access to the premises and to the equipment.

7.2.2. Human resources

Mobility actions may be carried out on a case-by-case basis depending on the laws, regulations and status applicable to each *Partner*. In case of employee mobility within the Consortium, the employees of each *Partner* shall retain the status they originally had, and their organisation of affiliation shall retain its duties as employer, and pay and manage this person pursuant to the applicable legislation and internal policies and according to article II.15 of Annex II of the Contract.

ARTICLE 8. LIABILITY

8.1. General Principles

The *Partners* agree to assume all of the financial consequences of their liability in all cases their liability is asserted on the basis of damage caused to one of them or to a third party in the scope of the performance of this *Agreement*. Each *Partner* is in charge of its own personnel insurance

coverage according to the applicable law including social security law and accident at work. Each *Partner* is liable for any damages caused by its own personnel. Each employer performs its own formalities.

8.2. Exclusion of indirect damages

No *Partner* shall be responsible to another for indirect or consequential loss or damages such as but not limited to loss of profit, loss of revenue, or loss of Contracts.

8.3. Financial responsibility towards the *Commission*

Partners are solely responsible, in accordance with the participation rules and the *Contract*, for its own debts and shall not bear the debt of any other *Partner*.

Notwithstanding any collective liability of the *Partner* which may exist towards the *Commission*, each *Partner* shall be liable towards the others for any losses or damages suffered by the *Commission*, as a consequence of any failure to perform all or part of its obligations under the *Contract* or under this *Agreement*.

Accordingly, should the *Commission*, in accordance with the provisions of the *Contract*, claim any reimbursement, indemnity or payment of damages from one or more *Partners*, the *Partners* agree that:

(i) each *Partner* whose default has caused or contributed to cause such claim shall indemnify each of the other *Partners* against such claim, provided always that the total and cumulative limit of liability of that *Partner* towards all the other *Partners* collectively, in respect of any and all such claims shall not exceed twice the contribution it is entitled to receive as per the *Contract*. After payment to the *Commission*, any excess shall be apportioned between all the *Partners* having suffered damages from the failure of the Defaulting *Partner*(s), proportionally to their *Project* Shares; and

(ii) in the event it is not possible to attribute the default to any *Partner* under

(i), the amount claimed by the *Commission* shall be apportioned between all the *Partners*, proportionally to the contribution they are entitled to receive.

8.4. Technical Responsibility towards the *Commission*

The Technical implementation of the *Project* shall be the collective responsibility of the *Partners*.

8.5. Liability towards third parties

Subject always to such other undertakings and warranties as are provided for in this *Agreement* and in the *Contract*, each *Partner* shall be solely liable for any loss, damage or injury to third parties resulting solely from the performance of its work packages.

The *Partners* agree that each *Partner* which engages into *Use of Background* resulting from the *Project* and/or *Foreground*, whether owned by that *Partner* or obtained by that *Partner* from another *Partner* according to the terms of this *Agreement*, shall be solely liable for any loss, damage or injury to third parties, resulting from such *Use*.

8.6. Liability for Sub Contractors

Each *Partner* shall remain fully responsible for the performance of any part of its share of the *Project*, or for the performance of its obligations under the *Contract* by any *Subcontractor*.

Therefore said *Partner* shall ensure that

- (i) such *Subcontract* fully complies with the requirements of the *Contract*;
- (ii) the other *Partners' Access rights* are fully preserved; and
- (iii) the third party shall have no access to any other *Partner's Background* or *Foreground* without the latter's prior written consent.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS

9.1. Ownership and protection of *Foreground* as provided under article II.26-27-28 of Annex II of the Contract.

Foreground shall be the property of the *Partner* carrying out the work leading to that *Foreground*.

If, in the course of carrying out work on the *Project*, a joint invention, design or work is made (and one or more *Partners* are contributors to it), and if the features of such joint invention design or work are such that it is not possible to separate them for the purpose of applying for, obtaining and/or maintaining the relevant patent protection or any other intellectual property right, the *Partners* concerned agree that they may jointly apply to obtain and/or maintain the relevant right.

The *Partners* concerned shall seek to agree between themselves arrangements for applying for, obtaining and/or maintaining such right on a case-by-case basis. Unless otherwise agreed during the period any such right is in force, the *Partners* concerned shall be entitled to use and to license such right without any financial compensation to or the consent of the other *Parties*, concerned.

For the avoidance of doubt, joint ownership of an invention, design or work shall not affect the obligations arising under this *Agreement* or the *Contract*.

Each of the joint owners may use the joint *Foreground* for academic research as it sees fit, without any obligation of giving prior notice thereof to the joint owner, and without any obligation of paying any compensation therefore to the joint owner.

The *Parties* are not obligated to bear patent expenses with respect to patents invented within the framework of the project.

9.2. Use and dissemination

Use and *dissemination* of the *Foreground* is regulated as provided by Art. II 29 and 30 of Annex II of the *Contract* with the following specification. Article II.30.3 is integrated so that, in case one of the *beneficiaries* objects to the *dissemination* activity, the appropriate measures to safeguard the interests of the objecting *beneficiary* have to be taken within 30 days from the communication of the objection (and *dissemination* is delayed accordingly).

9.3. Access rights

Each *Partner* shall take appropriate measures to ensure that it can grant *Access rights* and fulfil its obligations under the *Contract* and this *Agreement* notwithstanding any rights of its employees, or any person it assigns or engages to perform its own work for the *Project*.

The *Partners* agree that *Access rights* are granted on a non-exclusive basis. The *Partners* also agree that, if not otherwise provided in this *Agreement* or granted by the owner of the *Foreground* or *Background*, *Access rights* shall not include the right to grant sub-licences.

Pursuant to the goal of the *Project* to release the *Foreground* that consists in Software as FLOSS, the *Partners* undertake to distribute the *Foreground* that consists in Software under a FLOSS License.

The *Partners* agree that the choice of the FLOSS License to be adopted will be taken by the Board pursuant to Sec. 4.4.

For the sake of clarity, it is in any case agreed that, any *Access rights* limitation or restriction set forth in this *Agreement* conflicting with the obligation to release the *Foreground* that consists in Software as FLOSS, shall not apply with respect to any Software released under a FLOSS License.

Unless a different licensing option is required by the editor, deliverables that not consist in Software will be released under a Creative Commons license. The *Partners* agree that the choice of the editor and of the Creative Commons license to be adopted will be taken by the Board pursuant to Sec. 4.4.

9.4 Access rights for use

Partners shall enjoy royalty-free *Access rights* to *Foreground*, if it is needed to use their own *Foreground*.

Partners shall enjoy royalty-free *Access rights* to *Background*, as provided by Part C – Section 2 of the Annex II of the *Contract*, if it is needed to use their own *Foreground* provided that the beneficiary concerned is entitled to grant them.

For purposes of this clause, *Access rights* are needed if, without the grant of such *Access rights*, the Use of own *Foreground* would be technically or legally impossible.

Notwithstanding any conflicting provision contained in this *Agreement*, a request for *Access rights* under this Section 9.4 may be made up to one year after the end of the *Project*.

Notwithstanding any conflicting provision contained in this *Agreement*, the parties, at their sole discretion, may, at any time, assign their *Foreground* (or any portion of it) to their commercial arm, and/or to their researchers participating in the *Project*.

With respect to beneficiaries which are academic institutions, the term *Background* shall be limited to *Background* developed solely within the research group directly involved in carrying the *Project* and not, for the removal of doubt, the *Background* developed within the entire academic institution

9.5 Protection of acronym of the *Project* and filing of name

After having carried out all searches for prior rights that may be required, the *Partners* may agree that the *Coordinator* shall be in charge of proceeding, in its own name, with the filing of the acronym for the *Project* as a mark as well of a corresponding domain name. The *Partners* shall agree on the extent of the protection sought.

The non-filing parties shall benefit from a non-exclusive licence to *Use* this mark under financial terms corresponding to an amount no higher than that resulting from an equal share of the cost of filing, obtaining and maintaining the mark.

ARTICLE 10. CONFIDENTIALITY AND PUBLICATION RIGHTS

10.1. Confidentiality

During the term of the *Project* and for a period of five (5) years thereafter, the *Partners* shall treat as confidential any information which is designated as proprietary by the disclosing *Partner* by an appropriate stamp, legend or any other notice in writing, or when disclosed orally, has been identified as confidential at the time of disclosure and has been promptly (thirty (30) days at the latest) confirmed and designated in writing as confidential information by the disclosing *Partner*. Accordingly, each *Partner* undertakes (in addition and without prejudice to any commitment under the *Contract*) that:

- (i) the receiving *Partner* shall not use any such information for any purposes other than in accordance with the terms of this *Agreement*, and
- (ii) the receiving *Partner* shall not disclose any such confidential information to any third party except with the disclosing *Partner's* prior written consent, and
- (iii) such information shall neither be copied, nor otherwise reproduced nor duplicated in whole or in part where such copying, reproduction or duplication has not been specifically authorised in writing by the disclosing *Partner*.

The confidentiality obligation stipulated above does not extend to information for which the receiving *Partner* can prove:

- (i) had a public nature prior to its communication by the disclosing *Partner* or fell within the public domain after its communication by the disclosing *Partner* but through no fault of the receiving *Partner*;
- (ii) was already in its possession at the time of signature of the *Agreement*;
- (iii) was received from a third party without breach of any secrecy obligation;
- (iv) to have been derived independently of such disclosure of the disclosing *Partner*; or
- (v) to have been disclosed to comply with the law or legal process to which the receiving *Partner* is subject and the receiving *Partner* has exercised its best efforts to obtain reliable assurance that confidential treatment will be accorded to the information disclosed within that process.

Where this *Agreement* provides for the communication of any data, *Foreground*, or other document, the *Partners* shall first satisfy themselves that the recipient will keep it confidential and use it only for the purpose for which it is communicated.

The *Partners* shall impose the same obligations on all of their employees or any other personnel working for a *Partner*, who may have access to confidential information, to the maximum extent and for the maximum duration authorised by law, including upon the end or the termination of their employment or work. The *Partners* shall impose the same obligations on their *Subcontractors*.

10.2. Publication Rights

The *Partners* acknowledge their common interest in publishing the *Foreground* to obtain recognition and to advance the state of knowledge in the field. The *Partners* also recognize their common interest in obtaining valid intellectual property protection and in protecting business interests.

It is contemplated that results of the *Project* will be jointly published; in such case authorship on *Publications* will be based on academic standards and custom. The *Partners* each separately have the right to publish their own *Foreground* in accordance with Article II.12 of Annex II of the Contract.

All written or oral public disclosures concerning *Foreground* will expressly reflect that it has been developed within the EPIWORK project.

The *Partner* or *Partners* wishing to make a *Publication* will provide a brief description and the subject of the proposed *Publication* or communication to the other *Partners* and the *Commission* via the *Coordinator* at the earliest practicable time, but in any event within at least 30 days prior to any proposed submission for publication of any manuscript or any presentation or other public disclosures date, including abstracts.

The other *Partners* may comment upon but may not change, the conclusions and content of any such *Publication* or presentation. Each of the other *Partners* is however entitled to request that its proprietary confidential information, *Background* and *Foreground* be deleted from any such *Publication* or communication. Each of the other *Partners* and the *Commission* may also object to the publication within a period of 30 days from receipt of the proposed *Publication* if they consider that the protection of their *Foreground* would be adversely affected by this *Publication*. In such case the *Partners* agree to delay the *Publication* up to a maximum of 60 days after objection to allow for protection.

The *Partners* undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their *Foreground* and *Background*.

ARTICLE 11. MISCELLANEOUS PROVISIONS

11.1. Entire agreement

This *Agreement* constitute the entire agreement between the *Partners* in respect of the *Project*, and supersede all previous negotiations, commitments and documents concerning the *Project* between the *Partners* which relate to the *Project* or its proposal to the European *Commission*.

In case of inconsistency between the contractual provisions signed by the *Partners* in connection with this *Project*, the provisions of the *Contract* shall prevail over those of this *Agreement*, which shall themselves prevail over any special *Contract* or agreement signed for its Application.

11.2. Entry into force and duration

This *Agreement* will come into force on signature by all the *Partners* and will govern all actions of the *Partners* in relation to the *Project* .

This *Agreement* shall continue in full force and effect until terminated in accordance with:

- (i) once the rights and obligations of all *Partners* to this *Agreement* and to the *Contract* have been fulfilled, or
- (ii) this *Agreement* shall automatically terminate without any further required decision in case the *Project* is not awarded to the *Partners* within a period of 12 months from entry into force of this *Agreement*, or
- (iii) in the case of termination of the entire *Contract* by the *Commission* or by the *Partners*,
or
- (iv) termination of this *Agreement* with respect to (an) individual *Partner*(s) is possible according to the provisions of Article 6.2 and/or in the case of termination of the participation of the *Partner*(s) by the *Commission*

The provisions of this *Agreement* relating to liability, intellectual property rights, confidentiality, and publications (articles 8, 9 and 10) shall survive the term or termination of this *Agreement* for any reason whatsoever to the extent needed to enable the *Partners* to pursue the rights and remedies provided for therein.

11.3. Transfer

No *Partner* shall, without the prior written consent of the *Project Coordinator* and in accordance with the provisions of the *Contract*, assign or otherwise transfer partially or totally any of its rights or obligations under this *Agreement*, except those cases provided for in article 9.

11.4. Language

This *Agreement* is drawn up in English which shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

11.5. Applicable Law

This *Agreement* shall be construed according to and governed by the law of the *Contract*.

11.6. No partnership or agency

Nothing in this *Agreement* shall create a partnership or agency between the *Partners* or any of them.

11.7. Settlement of disputes

All disputes or differences arising from the implementation of this *Agreement* which cannot be amicably settled between the *Partners* concerned shall be finally settled through arbitration in Brussels under the Rules of the International Chamber of Commerce (ICC) by one or more arbitrators appointed in accordance with the said Rules. Arbitration shall be conducted in the English language.

The arbitration award shall be final and binding upon the *Partners*, not subject to appeal, and honoured by the *Partners* without having resort to any court; however, if the award is not carried out voluntarily and without delay, it shall be referred to and enforced by any court having jurisdiction over the subject matter or any of the parties or their assets.

The *Partners* concerned may instead elect unanimously to resolve by mediation any dispute or difference arising in connection with this *Agreement* which cannot be settled amicably.

11.8. Notices

If not explicitly stated in the *Agreement* that a notice shall be in writing, any notices, requests, consents and other communications to be given by a *Partner* under this *Agreement* may also be effected by e-mail or by telefax.

An updated address list will be kept by the *Coordinator* and shall show full addresses and names of contact persons. Each *Partner* shall inform the *Coordinator* without delay of any changes in the names and addresses identified in Annex 1 of the Contract..

11.9. Amendments

Amendments or changes to this *Agreement* shall be valid only if made in writing and signed by any and all of the *Partners*.

11.10. Severability

Should any provision of this *Agreement* prove to be invalid or incapable of fulfilment, or subsequently become invalid or incapable of fulfilment, whether in whole or in part, this shall not affect the validity of the remaining provisions of this *Agreement*. In such a case, the *Partners* shall be entitled to demand that a valid and practicable provision be negotiated which most nearly fulfils the purpose of the invalid or impracticable provision.

11.11. Signature

This *Agreement* shall be executed in 22 originals, each which shall be deemed an original, but all of which shall constitute one and the same instrument. Each *Partner* shall sign two originals, of which one shall be kept by the *Coordinator* and one by each *Partner*.

The *Coordinator* shall distribute one copy of the signature page of each *Partner* to all of the other *Partners* before the *Start date*.

SIGNATURES

Consortium Agreement for the Integrated Project EPIWORK 231807

Authorised to sign on behalf of:

FCG-IGC, Fundação Calouste Gulbenkian

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Regge Tullio
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

TAU, Tel Aviv University

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

MPG, Max Planck Gesellschaft zur Foerderung der Wissenschaften E.V.

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:.....Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

AIBV, Acquisto Inter BV

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

LSHTM, London School of Hygiene and Tropical Medicine

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

SMI, Smittskyddsinstitutet

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

KULeuven, Katholieke Universiteit Leuven

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

BIU, Bar Ilan University

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

FBK, Fondazione Bruno Kessler

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

**Associazione CREATE-NET, Center for REsearch And Telecommunication Experimentation
for NETworked communities**

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

FFCUL, Fundacao da Faculdade de Ciencias da Universidade de Lisboa

Name of legally authorised representative:.....
(written out in full)

Function of legally authorised representative:.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation:

Authorised to sign on behalf of:

I.S.I., FONDAZIONE ISTITUTO PER L'INTERSCAMBIO SCIENTIFICO

Name of legally authorised representative:..... Tullio Regge.....
(written out in full)

Function of legally authorised representative:.....President.....

Signature of legally authorised representative:.....

Date:.....

Stamp of the organisation: